

# TERMS OF USE

## COLOCATION

NewMedia Express Pte Ltd may modify any of the terms and conditions contained within this Agreement and any policy or guideline incorporated by reference, at any time at its sole discretion and may also determine whether and when modifications apply to existing or future customers. All modifications take effect immediately upon their being posted on the NewMedia Express Pte Ltd Website (the "Site"). NewMedia Express Pte Ltd may post modifications to referenced policies and guidelines without notice to you. The Customer's continued use of web hosting services following NewMedia Express Pte Ltd's posting of modifications constitutes the Customer's acceptance of the said modifications.

## TERMS AND CONDITIONS

1. **RENEWAL SERVICE.** Upon expiry of the initial term, the subscription for the Service shall be automatically renewed for one further term on the same terms and conditions herein, unless NewMedia Express Pte Ltd or the Customer furnishes written notice to terminate the Service at least ONE (1) month prior to the expiry of the current term. The early termination of service will result in a 100% monthly charge for the remaining contract period being imposed on the Customer.
2. **ACCESS TO DATA CENTRE.** The Customer shall assign up to ONE (1) technical contact to have 24 hour access to the data centre. This assigned technical contact can only bring one (1) guest into the data centre at any one time. No equipment shall be removed from the Data Centre without the Customer giving prior notice to NewMedia Express Pte Ltd and subsequently obtaining official permission/clearance from NewMedia Express Pte Ltd.
3. **OWNERSHIP OF SERVER.** NewMedia Express Pte Ltd acknowledges that the server is the property of the Customer and shall not at any time or under any circumstances declare that the server belongs to NewMedia Express Pte Ltd in order to secure loans, contracts or for any other purposes. The Customer understands that while every feasible precaution is taken by the Data Centre and by NewMedia Express Pte Ltd to safeguard the Customer's property, the Customer must undertake the responsibility to separately insure the property placed at the Data Centre. While the Customer agrees to observe the termination clause provided herein in Clause 10, NewMedia Express Pte Ltd will also ensure that ample notice is given for the return of the server to the Customer if the service offered by NewMedia Express Pte Ltd is discontinued for any reason. If the Customer has not settled outstanding payments for more than three months, NewMedia Express reserves the right to re-sell his server in order to settle the cost of the Customer's back payment. An email notification will be sent to the Customer prior to the abovementioned re-sale.

4. **BANDWIDTH / HIGH RESOURCE USERS.** Customer understands that sites may be subject to network abuse and the usage of a large amount of resources. Any Customer who uses an inordinately high level of resources, or high bandwidth which adversely affects other customers and overall server performance, may have their site temporarily closed and NewMedia Express Pte Ltd shall contact the Customer to resolve the issue.

5. **SERVICE LEVEL ASSURANCE.** NewMedia Express Pte Ltd assures Customers of the following service standards and provisions:

- 99% network availability and connection to your servers.
- Each server is guaranteed minimum 5Mbps Internet Bandwidth, up to 100Mbps Shared Bandwidth\* for Local/International Connections.  
\*NewMedia Express reserve the rights to rate limit each server to 5Mbps bandwidth for constant or high bandwidth usage server.
- For each One (1) Mbps (Megabit per second) Internet Bandwidth is charge at S\$80/per month.
- At least 24 hours notice via email/announcement on website prior to any scheduled downtime.
- NewMedia Express's network/technical support team will be on standby 24 hours a day, 7 days a week to resolve any problems.

6. **REBOOT SERVICE.** A fee will be incurred for server reboot request at Equinix IDC. Smarthand service as per customer's request is charged at S\$320/per hour, with a minimum of half an hour's (30 minutes) block.

Invoice will be issued upon completion of server reboot request. This service will only affect customer who co-located server at Equinix Singapore Data Centre.

7. **SCHEDULED MAINTENANCE AND INCIDENTS OF DOWNTIME.**

NewMedia Express will undertake utmost effort to provide services 24 hours a day, seven days a week, in line with standard industry practices and service levels. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, due to periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond NewMedia Express's control or which are not reasonably foreseeable by NewMedia Express, including but not limited to the interruption or failure of telecommunications systems or digital transmission links, hostile network attacks, network congestion or other failures. NewMedia Express will notify Customer in advance via email or update the announcement section of our website and will undertake every reasonable effort to minimize any other disruptions and/or inaccessibility arising from the inoperability of its web servers. NewMedia Express will not assume responsibility for downtime arising directly from a user's irresponsible actions.

8. **ILLEGAL MATERIAL.** Customer shall not, in any way, use the services procured for the staging of any illegal, immoral or unethical acts. The hosting of, reference to or linking to any of the following material is not allowed:

- Illegal Material: Includes Copyrighted Works, Commercial Audio, Video or Music files.
- Adult Oriented Material: Includes Pornography, Obscenity, Erotic graphics/images, and Sex-related merchandise.
- Warez: Includes Pirated Software, Hacking, Cracking, Hacker's or Cracker's aids/tools
- Spamming: The sending of mass, unsolicited emails using our server is strictly prohibited.
- The commercial distribution of MP3s, Music Files, Videos, Softwares or any other type of files which require the usage of an inordinately high amount of bandwidth is strictly prohibited.
- Malicious acts against an individual/group.
- Threatening acts against an individual/group.
- The promotion of Online Gambling
- The infringement of any applicable laws/regulations.

9. **CHANGE OF PARTICULARS.** It shall be the responsibility of the Customer to notify NewMedia Express in writing of any changes to the Customer's personal particulars.

10. **PAYMENT TERMS.** The Customer agrees to pay service fees and any other fees in full promptly. Penalties will be incurred and shall be levied for overdue accounts. Services provided by NewMedia Express Pte Ltd to the Customer may be suspended or terminated if fees are not paid in full by their due date. NewMedia Express Pte Ltd shall not be held responsible in any way for any server/website downtime, loss of data or damages incurred by the Customer arising from the disruption of service due to outstanding service fees. An administrative fee of S\$50 will be levied for re-activation of service. All fees inclusive of Government Tax. Our GST tax reference number: 200406609R.

NewMedia Express reserves the right to charge you reasonable "administrative fees" or processing fees" for (i) tasks perform outside the normal scope of its Services (ii) additional time and/or costs incur in providing its Services.

11. **CONTRACT BASIS.** Payment shall be made in full and prior to the contract period. A renewal notice will be issued approximately two weeks prior to expiry of present service period for the following month's service; subsequently followed by a final reminder one week prior to the expiry date of present service period if no response is received to date. Customer must make full payment before the due date indicated in the final renewal notice. If no response is received from client by the due date, we will assume that Customer wishes to discontinue his Hosting services/plan with NewExpress Media. Hence, Customer's account will be terminated anytime. All reminders to make payment will be sent via email only. Customer shall not hold NewMedia Express Pte Ltd accountable for non-receipt of renewal notifications if Customer has not periodically updated NewMedia Express Pte Ltd with mailing/email address changes. We reserve

the right to impose an S\$50 administrative charge for re-activation of Customer's service account.

12. **REFUND POLICY.** We do not have a refund policy for Colocation services. Customers are required to subscribe to a minimum service period of one month if they wish to procure NewMedia Express's colocation services.
13. **TERMINATION.** NewMedia Express Pte Ltd reserves the right, at its sole discretion, to terminate the Customer's access to any or all services at NewMedia Express Pte Ltd without prior notice for any reasons, including and without limitation, if NewMedia Express Pte Ltd believes that the Customer has violated this agreement. The Customer may terminate this agreement by providing one (1) month written notice to NewMedia Express Pte Ltd. No refunds will be provided. Upon the termination or expiration of this agreement, the Customer agrees to settle in full all outstanding, unpaid fees remaining.
14. **GOVERNING LAW.** This agreement shall be governed by Singapore law, including without limitation the provisions of the Singapore Evidence Act (Chapter 97) and the Electronic Transactions Act (No 25. of 1998), and the Customer hereby agrees to submit to the jurisdiction of the Singapore courts. Customers of NewMedia Express Pte Ltd are required to comply with all local laws and regulations
15. **DISCLAIMER.** NewMedia Express Pte Ltd shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if NewMedia Express Pte Ltd has been advised of the possibility of such damages prior to their occurrence), resulting from: (i) the use of or inability to use the Site; (ii) the cost of procurement of substitute goods or services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Site; (iii) unauthorized access to or alteration of Customer's transmissions or data; (iv) statements or conduct of any third party on the Site; or (v) any other matter relating to the Site or the content thereon, including without limitation any user content posted thereon. In no event will NewMedia Express Pte Ltd be held liable for any damages in excess of one hundred Singapore dollars (SGD\$100.00). NewMedia Express Pte Ltd reserves the right to revise or review its policies at any time.  
NEWMEDIA EXPRESS RESERVES THE RIGHT, AT ITS DISCRETION TO SUSPEND OR TERMINATE ANY ACCOUNT(S) DUE TO ACTS WHICH CONSTITUTE THE VIOLATION OF THE ABOVE TERMS, DEPENDING ON THE SEVERITY OF THE SITUATION WITHOUT PRIOR NOTICE TO THE CUSTOMER. NO REFUNDS FOR THE BALANCE TERM WILL BE MADE FOR ACCOUNTS TERMINATED DUE TO A BREACH OF THIS AGREEMENT.

## **DEDICATED & VIRTUAL**

NewMedia Express Pte Ltd may modify any of the terms and conditions contained in this Agreement and any policy or guideline incorporated by reference, at any time at its sole discretion and may also determine whether and when modifications shall apply to existing or future customers. Any modifications are effective upon posting of the revisions on the NewMedia Express Pte Ltd Website (herein known as the "Site"). NewMedia Express Pte Ltd may post modifications to referenced policies and guidelines without prior notice to the Customer. The Customer's continued use of the services following NewMedia Express Pte Ltd posting of any modifications constitutes the Customer's acceptance of these modifications.

## **TERMS AND CONDITIONS**

1. **RENEWAL OF SERVICE.** Upon expiry of the initial term, the subscription for the Service shall be automatically renewed for a further term on the same terms and conditions herein, unless NewMedia Express Pte Ltd or the Customer gives written notice at least ONE (1) month before the expiry of the current term that it does not intend to renew the subscription for the Service. The Customer will incur charges for 100% of each month's fee for the remaining contract term if early termination of service is effected by the Customer.
2. **OWNERSHIP OF SERVER.** The Customer acknowledges that the dedicated server is owned by NewMedia Express Pte Ltd and shall not at any time or under any circumstances pledge the server as belonging to the Customer to secure loans, procure contracts or for any other purposes. While the Customer agrees to observe the termination clause set out in Clause 10, NewMedia Express Pte Ltd will also undertake that ample notice shall be given to the Customer prior to the termination of service, in the event that the service offered by NewMedia Express is discontinued for any reason.
3. **HIGH BANDWIDTH / HIGH RESOURCE USERS.** The Customer understands that sites are occasionally subject to network abuse and high levels of usage of network resources. Any Customer who uses an inordinately high level of network resources, or high bandwidth which adversely impacts other customers' websites and overall server performance, may have their site temporarily closed/suspended. NewMedia Express Pte Ltd shall then proceed to contact the Customer to resolve the issue.
4. **SERVICE LEVEL ASSURANCE.** NewMedia Express Pte Ltd assures the Customer of the following service levels and standards:
  - 99% network availability and connection to your servers.
  - For dedicated server services: Each server is guaranteed minimum 5Mbps Internet Bandwidth, up to 100Mbps Shared Bandwidth\* for Local/International Connections. For VPS services: Each server is guaranteed minimum 5Mbps Internet Bandwidth, up to 100Mbps Shared Bandwidth\* for Local/International Connections. (Any other variation will

be stipulated in the earlier quotation)

\*NewMedia Express reserve the rights to rate limit each server to 5Mbps bandwidth for constant or high bandwidth usage server.

- For each One (1) Mbps (Megabit per second) Internet Bandwidth is charge at S\$80/per month.
- Provision of at least 24 hours written notice prior to any scheduled downtime, either via email sent to the Customer's email address or via the Announcements Section of the site.
- Provision of Network/Technical support by NewMedia Express 24 hours a day, 7 days a week.
- Regular maintenance and servicing will be undertaken for server hardware.
- In the event of hardware failure, parts will be speedily replaced within ONE (1) working day.

5. **SITE SUPPORT SERVICE.** NewMedia Express Pte Ltd shall provide at NO additional cost to the Customer assistance to execute and resolve basic system administration issues (e.g. Reboots) within the data centre in the event that the Customer cannot be in attendance.

6. **SCHEDULED MAINTENANCE AND DOWNTIME.** NewMedia Express Pte Ltd will use commercially reasonable efforts to provide services 24 hours a day, seven days a week. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond NewMedia Express's control or which are not reasonably foreseeable by NewMedia Express, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures. NewMedia Express will notify customer in advance (if condition is allowed) via email or put a notes on announcement section on our website and will use commercially reasonable efforts to minimize any other disruption, inaccessibility and/or inoperability of its web servers. NewMedia Express has no responsibility for downtime resulting from a user's actions.

7. **SCHEDULED MAINTENANCE AND INCIDENTS OF DOWNTIME.**

- NewMedia Express will undertake utmost effort to provide services 24 hours a day, seven days a week, in line with standard industry practices and service standards.
- Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, due to periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond NewMedia Express's control or which are not reasonably foreseeable by NewMedia Express, including but not limited to the interruption or failure of telecommunications systems or digital transmission links, hostile network attacks, network congestion or other failures.
- NewMedia Express will notify Customer in advance via email or update the announcement section of our website and will undertake every reasonable effort to minimize any other disruptions and/or inaccessibility arising from the inoperability of its web servers.

NewMedia Express will not assume responsibility for downtime arising directly from a user's irresponsible actions.

8. **ILLEGAL MATERIAL.** Customer shall not, in any way, use the services procured for the staging of any illegal, immoral or unethical acts. The hosting of, reference to or linking to any of the following material is not allowed:

- Illegal Material: Includes Copyrighted Works, Commercial Audio, Video or Music files.
- Adult Oriented Material: Includes Pornography, Obscenity, Erotic graphics/images, and Sex-related merchandise.
- Warez: Includes Pirated Software, Hacking, Cracking, Hacker's or Cracker's aids/tools
- Spamming: The sending of mass, unsolicited emails for any purpose whatsoever while using our server is strictly prohibited.
- The commercial distribution of MP3s, Music Files, Video Files, Softwares or any other type of files which require the usage of an inordinately high amount of bandwidth is strictly prohibited.
- Malicious acts against an individual/group.
- Threatening acts against an individual/group.
- The promotion of Online Gambling
- The breach/infringement of any applicable laws/regulations.

9. **CHANGE OF PARTICULAR.** It shall be the responsibility of the Customer to notify NewMedia Express in writing of any changes to the Customer's personal particulars in a timely manner.

10. **PAYMENT TERM.** The Customer agrees to pay service fees and any other fees in full promptly. Penalties will be incurred and shall be levied for overdue accounts. Services provided by NewMedia Express Pte Ltd to the Customer may be suspended or terminated if fees are not paid in full by their due date. NewMedia Express Pte Ltd shall not be held responsible in any way for any server/website downtime, loss of data or damages incurred by the Customer arising from the disruption of service due to outstanding service fees. An administrative fee of S\$50 will be levied for re-activation of service. All fees inclusive of Government Tax. Our GST tax reference number: 200406609R.

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services/plan with NewExpress Media. Hence, Customer's account will be terminated anytime. All reminders to make payment will be sent via email only. Customer shall not hold NewMedia Express Pte Ltd accountable for non-receipt of renewal notifications if Customer has not periodically updated NewMedia Express Pte Ltd with mailing/email address changes. We reserve the right to impose an S\$50 administrative charge for re-activation of Customer's service account.

12. **REFUND POLICY.** We do not offer a refund policy for Dedicated Server Services / VPS Services / Premium Hosting Service. Customers are required to subscribe to a minimum service period of one month if they wish to procure NewMedia Express's Dedicated Server Services / VPS Services.

13. **TERMINATION.** NewMedia Express Pte Ltd reserves the right, at its sole discretion, to terminate the Customer's access to any or all services at NewMedia Express Pte Ltd without prior notice for any reasons, including and without limitation, if NewMedia Express Pte Ltd believes that the Customer has violated this agreement. The Customer may terminate this agreement by providing one (1) month written notice to NewMedia Express Pte Ltd. No refunds will be provided. Upon the termination or expiration of this agreement, the Customer agrees to settle in full all outstanding, unpaid fees remaining.

14. **GOVERNING LAW.** This agreement shall be governed by Singapore law, including without limitation the provisions of the Singapore Evidence Act (Chapter 97) and the Electronic Transactions Act (No 25. of 1998), and the Customer hereby agrees to submit to the jurisdiction of the Singapore courts. Customers of NewMedia Express Pte Ltd are required to comply with all local laws and regulations.

15. **DISCLAIMER.** NewMedia Express Pte Ltd shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if NewMedia Express Pte Ltd has been advised of the possibility of such damages prior to their occurrence), resulting from: (i) the use of or inability to use the Site; (ii) the cost of procurement of substitute goods or services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Site; (iii) unauthorized access to or alteration of Customer's transmissions or data; (iv) statements or conduct of any third party on the Site; or (v) any other matter relating to the Site or the content thereon, including without limitation any user content posted thereon. In no event will NewMedia Express Pte Ltd be held liable for any damages in excess of one hundred Singapore dollars (SGD\$100.00). NewMedia Express Pte Ltd reserves the right to revise or review its policies at any time.

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